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2
3 BILL NO. S-75-09-18

4 SPECIAL ORDINANCE NO. S-198-75

5 AN ORDINANCE approving a contract with C. MILLER
6 & SONS, INC. for roof repair at 1710 South
7 Lafayette St. - Painting and Sign Shop

8 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT
9 WAYNE, INDIANA:

10 SECTION 1. That the contract dated August 8, 1975, between the City
11 of Fort Wayne, by and through its Mayor and Traffic Engineering and C. MILLER &
12 SONS, INC., for:

13
14 Roof Repair at City Paint and Sign Shop
15 1710 South Lafayette Street

\$4,538.75

16 all as more particularly set forth on Purchase Order No. 3-31396i, which is by
17 reference incorporated herein, made a part hereof and is hereby in all things
18 ratified, confirmed and approved.

19 SECTION 2. This Ordinance shall be in full force and effect from and
20 after its passage and approval by the Mayor.

21
22 Vivian G. Schmiat
23 Councilman
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APPROVED AS TO FORM
AND LEGALITY

Sam H. Logan
City Attorney

Read the first time in full and on motion by J. Schmidt, seconded by Hinga, and duly adopted, read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 197____, at _____ o'clock P.M., E.S.T.

Date: 9-23-75

Charles W. Westerman
CITY CLERK
Melomay Chief Dep.
J. Schmidt

Read the third time in full and on motion by _____, seconded by Hinga, and duly adopted, placed on its passage.
Passed (1051) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT
TOTAL VOTES	<u>9</u>	<u>0</u>			
BURNS	<u>X</u>				
HINGA	<u>X</u>				
KRAUS	<u>X</u>				
MOSES	<u>X</u>				
NUCKOLS	<u>X</u>				
SCHMIDT, D.	<u>X</u>				
SCHMIDT, V.	<u>X</u>				
STIER	<u>X</u>				
TALARICO	<u>X</u>				

DATE: 10-14-75

Charles W. Westerman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (~~Zoning Map~~) (~~General~~) (~~Annexation~~) (~~Special~~) (~~Appropriation~~) Ordinance (Resolution) No. S-198-75 on the 14th day of October, 1975.

ATTEST: (SEAL)
Charles W. Westerman CITY CLERK
James Stier PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 15th day of October, 1975, at the hour of 11:00 o'clock _____ M., E.S.T.

Charles W. Westerman
CITY CLERK

Approved and signed by me this 16th day of October, 1975, at the hour of 10:00 o'clock A M., E.S.T.

James A. Loop
MAYOR

Bill No. S-75-09-18

REPORT OF THE COMMITTEE ON FINANCE

We, your Committee on Finance to whom was referred an Ordinance
approving a contract with C. MILLER & SONS , INC. for roof repair
at 1710 South Lafayette St. - Painting and Sign Shop

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance ALSO PASS.

- Vivian G. Schmidt - Chairman
- William T. Hinga - Vice-Chairman
- John Nuckols
- Winfield C. Moses, Jr.
- Paul M. Burns

Vivian G. Schmidt
William T. Hinga
John Nuckols
Winfield C. Moses, Jr.
Paul M. Burns

DATE 10-14-75 CONCURRED IN
CHARLES W. WESTERMAN, CITY CLERK



THE CITY OF FORT WAYNE

department of public safety

August 13, 1975

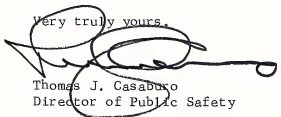
The Common Council
Fort Wayne, Indiana

Gentlemen and Mrs. Schmidt:

The roof of Traffic Engineering's Paint and Sign Shop, 1710 S. Lafayette, is in serious need of repair. C. Miller & Sons, Inc. was the only bidder at \$4,538.75, per Bid reference #663.

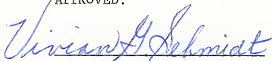


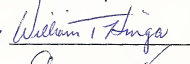


Everytime it rains equipment must be moved and covered to prevent water damage. Considerable time has been lost in obtaining this bid and we are asking "Prior Approval" in order to have the repairs made as rapidly as possible.

Very truly yours,


Thomas J. Casaburo
Director of Public Safety

TJC:bg

cc: Mayor
APPROVED:

MEMBERS OF THE COMMON COUNCIL

ATTEST:


City Clerk

memo from

Purchasing Department

August 8, 1975

Board of Public Safety
9th Flr., City-County Bldg.
One Main St., Fort Wayne, Ind. 46802

Attention: Richard Drake

Subject: Bid No. 663

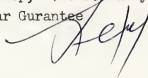
Attached is a copy of the successful bidder.

C. Miller & Sons, Inc.

(P.O. 3-313961)

Roof Repair at City Paint and Sign Shop, 1710 S. Lafayette Street \$4,538.75
MRCA 2 year Gurantee

Tabulation sheet is attached.



This was the only Bidder also Lower than his
original Quote

Tabulation of Bid

Bid Reference No. 663

Closing Date August 7, 1975

Roof Repair

1710 South Lafayette

American Urethane Service

P. O. Box 173

Leo, Indiana 46765

C. Miller & Sons, Inc.

P. O. Box 966

Fort Wayne, Indiana 46801

Afd. O.K.

C. L. Schust Company, Inc.

4030 Piper Drive

Baer Field

Fort Wayne, Indiana 46809

W. P. Creigh, Inc.

P. O. Box 6064

2433 Slataper

Fort Wayne, Indiana 46803

A.F. rec'd.

#4, 538.75

*copy
NBCA-2yr. check.*

CITY OF FORT WAYNE

DEPARTMENT OF PURCHASES
NUMBER ONE EAST MAIN STREET
ROOM 470
FORT WAYNE, INDIANA 46802

MAIL ALL CORRESPONDENCE, CLAIM VOUCHERS ETC. TO:

Traffic Engineering
7th Flr., City-County Bldg.
One Main St., Ft. Wayne, Ind. 46802

G. Miller & Sons, Inc.
P.O. Box 966
Fort Wayne, Indiana 46801

DELIVER TO:-

DEPARTMENT OR DIVISION Same as above (Sign Shop)
1710 S. Lafayette St.
ADDRESS Fort Wayne, Indiana 46803

CASH DISCOUNT TERMS % IF PAID WITHIN DAYS FROM DELIVERY AND
ACCEPTANCE OF GOODS OR PERFORMANCE OF SERVICES. (DEDUCTION FOR DISCOUNT SHOWN BELOW)

PURCHASE ORDER NUMBER

3- 31396 i

DATE August 8, 1975

REF. NO.

REQ. NO.

THE ABOVE INFORMATION MUST APPEAR ON
ALL INVOICES, BILLS OF LADING, DELIVERY
TICKETS, PACKAGES AND CORRESPONDENCE.
INVOICE IN DUPLICATE.

THIS PURCHASE ORDER ISSUED BY:

DP

DEPT.

DATE

WANTED

APPROPRIATION

AND FUND

NUMBER

QUANTITY ORDERED	UNIT	MATERIALS, SUPPLIES OR SERVICES	UNIT PRICE	AMOUNT
TAX EXEMPT (UNLESS OTHERWISE INDICATED)				
<p>COMPLIANCE WITH THE DELIVERY DATE REQUESTED WILL BE VOID "FOLLOW UP" CORRESPONDENCE.</p> <p>NOTE</p> <p>↓</p> <p>READ</p> <p>INSTRUCTIONS ON THE BACK OF THIS ORDER</p> <p>THE CONTRACTOR OR VENDOR, BY ACCEPTING THIS ORDER, AGREES TO THE GENERAL CONDITIONS AND TERMS OF AGREEMENT ON THE BACK OF THIS ORDER.</p> <p>UNLESS OTHERWISE INDICATED THE PRICES SHOWN INCLUDE ALL CHARGES FOR DELIVERY, PACKING, ETC., NECESSARY TO COMPLETE DELIVERY TO DESTINATION SPECIFIED.</p> <p>UNLESS OTHERWISE INDICATED THE PRICES SHOWN DO NOT INCLUDE TAXES OF ANY KIND.</p> <p>EXEMPTION BLANKS WILL BE FURNISHED WHEN NECESSARY.</p> <p>IND. SALES TAX EXEMP. CERTIF. NO. 34508</p> <p>IF THIS ORDER DOES NOT AGREE WITH YOUR QUOTATION KINDLY RETURN IT WITH AN EXPLANATION.</p>		Roof Repair at City Paint and Sign Shop 1710 S. Lafayette Street		4,538.75
	RB	Per Bid Ref. #663 Subject to councilmanic approval.		

I HEREBY CERTIFY THAT THE COST OF THE ABOVE PURCHASE IS FULLY COVERED BY UNENCUMBERED BALANCES IN THE ABOVE FUNDS AND THAT THE EXPENDITURE THEREFOR HAS BEEN ONLY AUTHORIZED AND APPROPRIATED.

I HEREBY CERTIFY UPON MY OWN PERSONAL KNOWLEDGE THAT THIS ORDER IS AUTHORIZED BY A PROPERLY EXECUTED AND APPROVED REQUISITION ON FILE IN THIS OFFICE.

Edward G. Kamnikar— City Controller

Alex T. Demetoff — Director of Purchases

Number One Main St., Ft. Wayne, Ind. 46802

Quotations, subject to the conditions on the reverse hereof, are requested on the following list of materials, supplies, equipment or services, for the department as mentioned, with delivery to destination as shown below. Quotations shall include all charges for delivery, packing, etc. Address your reply as indicated below.*

*Mail all replies and correspondence, etc. to Attn. of A.T. Demetroff - 423-7037 DEPARTMENT OF PURCHASES

Room 470, Number One Main St., Ft. Wayne, Ind. 46802

REQUIRED FOR DELIVERY TO:

Department or Division Traffic Engineering

7th Floor - City County Building

Address One Main Street - Fort Wayne, Indiana

RETURN ORIGINAL TO THE CITY—RETAIN DUPLICATE COPY FOR YOUR FILE

Closing Time of Bids Thursday - August 7, 1975 - 10:30 A.M.

TAXES: THE CITY IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS NO. 34508. PRICES SHOULD NOT INCLUDE THESE TAXES. See "Instructions to Bidders" No. 10 on reverse hereof for details.

TAX EXEMPT (Unless otherwise indicated)

Page 1 of 6

Ref. No. 663

Date July 25, 1975

Date wanted _____

Fund .
Appropriation No. _____

Quantity	Unit	Materials, Supplies, Equipment or Services	Unit Price	Total Amount
		<p>Roof Repair at City Paint and Sign Shop 1710 South Lafayette Street.</p> <p>The attached Non-Collusion affidavit must be completed and returned with your bid.</p> <p>FOUR THOUSAND FIVE HUNDRED THIRTY-EIGHT DOLLARS AND SEVENTY-FIVE CENTS</p> <p>Each Bidder must submit a current 1975 written Affirmative Action Program with their bid - or - have it on file with our E.E.O. Office for the current year. NOTE: Forms attached must be completed in full, if not on file in E.E.O.</p> <p>On File: _____ Attached: <input checked="" type="checkbox"/></p>		\$4,538.75

Bid Bond required ☐ NO ☒ YES 5% Performance Bond ☐ NO ☒ YES 5%
 See instruction item No. 16 on reverse side hereof.
 Terms 0-0 % cash discount if paid within 30 days from delivery and acceptance of goods or completion of services.

PROPOSAL OR BID

In compliance with the above invitation for bids and subject to all conditions thereof, the undersigned offers and agrees, if this bid be accepted within a reasonable time from date of closing, to furnish any or all of the items or render such service upon which prices are quoted, in accordance with the specifications applying and at the

Delivery of any or all of the items or completion of services indicated shall be made within _____ days from receipt of order.

IMPORTANT

As delivery may be a deciding factor in the award of an order, it is important that bidders furnish the information requested above.

Film Review

Name of Company Dr. C. H. Hill Title President

Address 22157 5th

[illegible]

Itemize and give specifics on the following:

1. Repair: Cut out blisters and wrinkles
Remove from roof.
2. Prepare: Nail 43# base felt securely thru
existing roofing.
3. Top Coat: Install 2 layers of glass felt with
hot asphalt moppings.
4. Guarantee: M R C A 2 year - copy enclosed ✓
5. Remarks: Flashing at all parapet walls to
be asbestos felts and troweled
on plastic cement.

Total Cost:

\$ 4,538.75

Roofing Guarantee

Whereas

of _____
herein called "the Contractor," has completed application of the following roof:

Owner: _____

Address of owner: _____

Type and name of building: _____

Location: _____

Area of roof: _____

Date of completion: _____

Date guarantee expires: _____

Whereas, at the inception of such work the Contractor agreed to guarantee the aforesaid roof against faulty materials or workmanship for a limited period and subject to the conditions herein set forth;

Now, Therefore, the Contractor hereby Guarantees, subject to the conditions herein set forth, that during a period of Two (2) years from the date of completion of said roof, it will, at its own cost and expense, make or cause to be made such repairs to said roof and composition flashing resulting solely from faults or defects in materials or workmanship applied by or through the Contractor as may be necessary to maintain said roof in watertight condition.

This guarantee is made subject to the following conditions:

1. Specifically excluded from this guarantee is any and all damage to said roof, the building or contents caused by the acts or omissions of other trades or contractors; lightning, windstorm, hailstorm, or other unusual phenomena of the elements; foundation settlement; failure or cracking of the roof deck; defects or failure of material used as a roof base over which the roof is applied, faulty construction of parapet walls, copings, chimneys, skylights, vents, supports, or other parts of the building; vapor condensation beneath the roof; penetrations for pitch boxes; or fire. If the roof is damaged by reason of any of the foregoing this guarantee shall thereupon become null and void for the balance of the guarantee period unless such damage is repaired by the Contractor at the expense of the party requesting such repairs.

2. The Contractor is not liable for consequential damages to the building or contents resulting from any defects in said roof or composition flashing.

3. No work shall be done on said roof, including, but without limitation, work in connection with flues, vents, drains, sign braces, railings, platforms or other equipment fastened to or set on the roof, and no repairs or alterations shall be made to said roof, unless the Contractor shall be first notified, shall be given the opportunity to make the necessary roofing application recommendations with respect thereto, and such recommendations are complied with. Failure to observe this condition shall render this guarantee null and void. The Contractor shall be paid for time and material expended in making recommendations or repairs occasioned by the work of others on said roof.

4. This guarantee shall become null and void if the roof is used as a promenade or work deck or is sprayed or flooded, unless such use was originally specified and the specification is noted in paragraph 8 below. Areas that pond water shall not be covered by this guarantee.

5. This guarantee shall not be or become effective unless and until the Contractor has been paid in full for said roof in accordance with the agreement pursuant to which such roof was applied.

6. This guarantee shall become null and void unless the Contractor is promptly notified of any alleged defect in materials or workmanship and provided an opportunity to inspect the roof.

7. This guarantee is in lieu of all other guarantees or warranties, express or implied. THERE ARE NO WARRANTIES OR GUARANTEES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

8. Additional conditions or exclusions: _____

In Witness Whereof, this instrument has been duly executed this _____ day of _____, 197_____:



By _____

Approved Guarantee Form No. 1970A, Midwest Roofing Contractors Association, Inc.
serving qualified roofing contractors in

ARKANSAS • COLORADO • ILLINOIS • INDIANA • IOWA • KANSAS • KENTUCKY • MICHIGAN • MINNESOTA • MISSOURI • MONTANA
NEBRASKA • NORTH DAKOTA • OHIO • OKLAHOMA • SOUTH DAKOTA • TENNESSEE • TEXAS • WISCONSIN

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA,

Allen COUNTY } SS:

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale or contract.

Geo C. Mullen, Jr.
Bidder or Agent

For C. Mullen & Co., Inc.
Firm or Corporation

Subscribed and sworn to before me this 7th day of August, 1925

My Commission Expires

1-31-26

Donald W. Henson

REQUEST FOR PUBLICATION

News	
Sentinel	x
Journal	
Gazette	x
Other	

DATE July 25, 1975

Kindly publish the following
advertisement on the dates as
shown and issue invoice to *

* Department Traffic Engineering
7th Floor - City County Building
Address One Main Street - Fort Wayne, Indiana

Department of Purchases
City of Fort Wayne

By A. T. Demetroff

BIDS WANTED - REFERENCE NO. 663

Sealed Proposals will be received by the City of Fort Wayne at the
Office of Department of Purchases, Number One Main Street, Room
470, Fort Wayne, Indiana, until Thursday - August 7, 1975 - 10:30 A.M.
for the following items:

Roof Repair at City Paint and Sign Shop at
1710 South Lafayette Street, Fort Wayne, Indiana

Each Bidder must submit a current 1975 written Affirmative Action Program with
his or her bid - or - have on file with our E.E.O. Office for the current year.

Bid Forms, specifications, etc., may be obtained upon application at
the office and address given above.

A Bid Bond or Certified Check in the amount of \$ 5%
must be submitted with the bid.

Department of Purchases
City of Fort Wayne
By A.T. Demetroff
Director of Purchases

INSERT 1st RUN

REPEAT 2nd RUN

Type of Advertising Required

7-29-75

8-5-75

LEGAL NOTICE

x

PROPOSAL:

* In compliance with the foregoing invitation to bid and subject to all of the conditions thereof the undersigned offers and agrees, if this bid is accepted within a reasonable time from date of opening of bids, to enter into a contract in accordance with the prices stated herein.

The Legal Advertisement, General Conditions, Instructions to Bidders, Information for Bidders, Special Conditions, Specifications, and Plans applying form a part of this proposal.

This proposal is supported by the following bid surety as required by law and signatures affixed thereto constitute both a proposal and bid surety executed by the bidder.

BID SURETY (REQUIRED BY LAW):

BOND FORM: (USE THIS BOND FORM—NO ALTERNATE FORM OF BOND WILL BE CONSIDERED).

KNOW ALL MEN BY THESE PRESENTS, THAT we, the undersigned, are held and firmly bound unto the City of Fort Wayne, State of Indiana, in the sum of Five Percent (5%) of Contractors Bid Price

.....Dollars, to be paid on demand to said City of Fort Wayne, its successors and assigns for which payment well and truly to be made, we hereby bind ourselves, our heirs, successors, executors, and administrators, jointly and severally firmly by these presents.

The condition of this obligation is such that if the bid or proposal attached hereto and made a part hereof and submitted to the within named division of the City of Fort Wayne or its duly constituted agent, is accepted and a contract awarded to the undersigned bidder and the said bidder shall within ten (10) days after notice of said award enter into a contract with the said City of Fort Wayne, State of Indiana, and shall secure the performance of the same by bond or otherwise as may be required to the satisfaction of the City of Fort Wayne, Indiana then this obligation shall be null and void; otherwise to be in full force and effect.

BID CHECK (ALTERNATE FORM OF SURETY):

If a corporate surety is furnished, it is necessary that a certificate authorizing the "attorney-in-fact" to sign the bond accompanying the same.

Certified ☐

Cashiers ☐ Check No. in the sum of

.....Dollars

OR Bank

of is herewith submitted and deposited in lieu of bond under the same terms and conditions as set forth in the above bond.

Note: If Check is used as Bid Surety—Attach here.

SIGNATURES (BID SURETY AND PROPOSAL):

Witnessed by:

Donald R. Evans

OTHER PARTIES INTERESTED IN THIS PROPOSAL
(See 14—Signatures under General Conditions, etc.)

List all Parties if Partnership

BIDDER
AND
PRINCIPAL

C. Miller & Sons, Inc.

Name of Bidder—Print or Type

By C. Miller
Signature of Person Authorized to Sign

Title President

P. O. Box 966

Street Name and Number

Fort Wayne, Indiana 46801

City, State and Zip Code

Date August 7, 1975

Witnessed by:

Virginia Olson

SURETY

Federal Insurance Company

Name of Company — Print or Type

Incorporated in the State of: New Jersey

Address 90 John Street, New York, New York

By Attorney-in-fact
Step on this Line
Attorney-in-fact

Date August 7, 1975

✓

DIGEST SHEET

TITLE OF ORDINANCE Repair of Sign Shop Roof

L 95-09-18

DEPARTMENT REQUESTING ORDINANCE Public Safety

SYNOPSIS OF ORDINANCE Approve contract with C. Miller & Sons, Inc. to

repair Traffic Engineering's Paint and Sign Shop roof. Purchase Order

Number 3-313961, bid reference #663.

Attached letter of Prior Approval

C. Miller & Sons, Inc. was the only bidder.

EFFECT OF PASSAGE Everytime it rains equipment must be moved and covered

to prevent water damage.

EFFECT OF NON-PASSAGE Eventual damage to equipment and building

MONEY INVOLVED (Direct Costs, Expenditures, Savings) _____

\$4,538.75 Direct Costs.

ASSIGNED TO COMMITTEE (J.N.) Finance